

POLICE CHIEF EMPLOYMENT CONTRACT

Agreement is made and entered into effective the 8th day of October, 2019, by and between the City of La Joya, Texas, a Texas municipal corporation (the "City") and Adolfo Arriaga (the "Chief" of the Police Department).

WHEREAS, the City is desirous of securing the services of Adolfo Arriaga in the administration of the Police Department; and

WHEREAS, Adolfo Arriaga is willing to perform the duties of the position of Chief of Police according to the terms and conditions of this Contract;

NOW, THEREFORE, the City and the Chief hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this contract to which Adolfo Arriaga shall be entitled as Chief of Police.

Term

A. TERM. The term of this Agreement shall be for a term of 2 years beginning on October 01, 2019 (the "Commencement Date") and ending on September 30, 2021, provided, however, that the term of this Agreement shall be subject to earlier termination by a Unilateral Severance (as defined and set forth in Section 7.3 below) at the pleasure of the City Commission.

B. EXTENSION. The City may, by action of the Commission, and with the consent and approval of the Chief, extend the term of this Agreement in writing executed by all parties.

C. Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract no less than twelve (12) months prior to the end of its

initial or any extended terms, this Contract shall automatically be extended on the then applicable terms and conditions for an additional (2) year period. The contract shall remain in effect during any period of negotiation.

D. In the event the Chief intends to resign voluntarily before his mandatory retirement date, then the Chief shall give the City thirty (30) days written notice in advance, unless the parties otherwise agree in writing. Provided such notice is given, the Chief will be entitled to receive pay for any accrued but unused leave.

E. The Chief cannot be reassigned from the position of Police Chief to another position without the Chief's prior express written consent.

1. DUTIES

The administrative control of the Police Department for the City shall be the responsibility of the Chief.

The Chief's duties shall include but not be limited to the following:

- A. Supervision of the daily operation of the Police Department.
- B. Supervision of all departmental personnel.
- C. Preparation and submission of the Police Department budget.
- D. Submission of reports to the City either orally or in writing when requested or required in order to ensure the proper communication between the City and the Police Department.
- E. Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the Department.

F. Supervision and control of all Department equipment and motor vehicles belonging to or used by the Police Department.

G. Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Police Department.

H. Being in charge of all special, auxiliary and/or reserve police officers, if any.

I. Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.

J. Maintaining the discipline of department personnel; the issuing of orders, rules, regulations, policies and procedures; and the assignment to shifts and duties of all departmental personnel.

K. Being available for hearings before any Board of the City at which the Police Department is required to appear and before all regular, monthly City Commission Meetings.

L. Being responsible for planning, organizing, directing, staffing and coordinating police operations, including so-called "paid details", mutual aid, regional task force or similar enforcement efforts, and coordination with the State Police where the Chief deems it appropriate.

M. Being responsible for communications with the public, including the media, on matters related to crime, police operations and department policy.

2. PROFESSIONAL LIABILITY INSURANCE

The City agrees to furnish at its expense professional liability insurance for the Chief with liability limits of no less than One Million (\$1,000,000.00) Dollars.

3. EMPLOYEE BENEFITS

The Chief shall be an employee of the city and for employee purposes shall be the head of his department. As an employee, the chief is eligible for all health insurance benefits for which other City employees are eligible, including worker's compensation in the event of work-related injury.

4. DUES AND SUBSCRIPTIONS

The City agrees to budget and to pay for the professional dues and subscriptions of the Chief for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement, and for the good of the City, including but not limited to the International Association of Chiefs of Police, the Texas Police Chiefs Association, and any applicable regional police chiefs association(s).

5. PROFESSIONAL DEVELOPMENT

The City recognizes its obligations to the professional development of the Chief of Police, and agrees that the Chief shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator; accordingly, the Chief will be allowed to attend the International Association Police training conferences each year without loss of vacation or other leave, and will be reimbursed by the City for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences. Additionally, the City shall reimburse the Chief for reasonable expenses incurred in connection with his attendance at professional development courses and/or seminars one time per year.

6. DISCIPLINE

The Chief of Police of the City of La Joya is an employee and shall be disciplined in accordance with all city personnel policies by the City Administrator.

7. TERMINATION

7.1 TERMINATION EVENTS. This Agreement shall terminate upon any of the following:

- a. Mutual agreement of the City and Chief in writing and signed by them;
- b. Retirement or death of the Chief;
- c. Termination of Chief's Employment for "good cause" (as defined in Paragraph 7.2 below);
- d. A Unilateral Severance (as defined and set forth in Section 7.3 below); or,
- e. Expiration of the term of this Agreement.

7.2 "GOOD CAUSE". For purposes of this Agreement the term "good cause" is defined as follows:

- (a) Any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by Chief as head of the police department of the City or under the Charter and ordinances of the City and/or the laws of the United States or the State of Texas.
- (b) Any misconduct of the Chief involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to Chief's official duties hereunder.

(c) Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by the Chief of public or other funds or other property, real, personal, or mixed, owned by or entrusted to the City, any agency or corporation thereof, or the Chief in his official capacity.

7.3 UNILATERAL SEVERANCE. As one of the termination events specified above in Paragraph 7.1, the City may end the employment relationship and terminate this Agreement, at the pleasure of the City, whether with or without good cause, upon written notice to the Chief as specified below and payment to the Chief of the Severance Amount (as defined below), the Severance Benefits (as defined below) and the Current Obligations (the "Unilateral Severance"). If the City determines that it desires a Unilateral Severance it shall provide written notice to the Chief at least thirty (30) days in advance of the effective date of such termination, which specifies: (aa) the City has voted to pursue a Unilateral Severance pursuant to this Paragraph 7.3 of the Agreement, (bb) the effective date of the Unilateral Severance("Severance Effective Date"), and (cc) the City's commitment to pay the Severance Amount (including a specific line item breakdown of the items that constitute the total Severance Amount), the Severance Benefits and the Current Obligations. On or before the Severance Effective Date, the Chief may by written notice to the City direct that the Severance Amount be paid and payable in a manner directed by the Chief, provided that the total Severance Amount must be paid and payable on or before 2 months of the Severance Effective Date and there shall be no limitations on the City making all deductions and withholdings required by law. The "Severance Amount" means the total amount of: (a) an amount equal to the value of the remaining years of this contract of the Chief's then current salary to serve as the primary basis for the Chief's severance pay, plus (b) the value of any accrued but unused vacation and sick/personal leave days, computed on an hourly basis determined by the Chief's then current annual salary. The "Severance Benefits" means, at the City's expense: (i) continued health insurance benefit of the Agreement, for a

period of six months or if sooner, until the Chief obtains other full time employment and coverage through a group health insurance plan from the Chief's new employer. The "Current Obligations" includes all salary and benefits under this Agreement payable or otherwise owing by City to Chief through and including the Severance Effective Date. Conditioned upon the City fulfilling its obligations to pay the Severance Amount, the Severance Benefits and the Current Obligations, upon a Unilateral Severance, the Chief waives and releases the Chief's rights to continued employment with the City and the parties waive and release the right to an arbitration hearing on the issue of good cause. In the event of a Unilateral Severance, the parties agree not to make disparaging comments or statements about each other.

8. COMPENSATION

For the term October 1, 2019 to September 30, 2021, the Chief shall be paid a salary of Sixty thousand dollars (\$60,000.00) The Chief shall receive at least the same number of sick days, vacation days, personal days, bereavement days, holiday pay, health insurance, and all other benefits as do any of the regular police officers of any rank of the City.

The City shall provide a police vehicle for use by the Chief and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Chief in connection with the performance of his duties as Chief and for his professional growth and development.

9. NO REDUCTION OF BENEFITS

The City agrees that it shall not at any time during the term of this Contract reduce the salary, compensation or other benefits of the Chief, except to the extent that such reduction is evenly applied across-the-board for all employees of the City.

10. MODIFICATION

No change or modification of this Contract shall be valid unless it shall be in writing and signed by both of the parties.

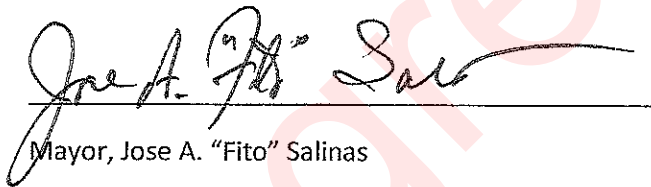
11. LAW GOVERNING

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and shall be performable in Hidalgo County, Texas, unless otherwise provided by law.

12. SEVERABILITY OF PROVISIONS

If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby.

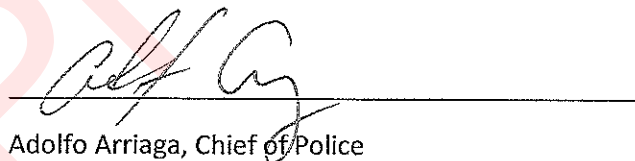
IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.



Mayor, Jose A. "Fito" Salinas

City of La Joya, Texas

Date: 10/8/19



Adolfo Arriaga, Chief of Police

Date: 10-8-19